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FILED
Superior Court of California
County of Alameda
10/22/2026
Chad Finke, Executive Officer / Clerk of the Court
By: A. Wee Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

CONSUMER ADVOCACY GROUP, INC., in the public interest,

Plaintiff,

v.

G.L. FOOD WHOLESALE INC., a Delaware Corporation; and DOES 1-10,

Defendants.

CASE NO. 22CV024436

~~[PROPOSED]~~ **STIPULATED CONSENT JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

[Assigned for All Purposes to the Hon. Elizabeth Riles, Dept. 512]

Complaint Date: December 22, 2022
Trial Date: July 13, 2026

1. INTRODUCTION

1.1 This Consent Judgment is entered into by and between Plaintiff, CONSUMER ADVOCACY GROUP, INC. (referred to as "CAG" or "Plaintiff") acting on behalf of itself and in the public interest, and Defendant, G.L. FOOD WHOLESALE INC. ("G.L. FOOD WHOLESALE" or "Defendant"). Defendant and CAG are sometimes collectively referred to herein as the "Parties".

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1.2.1 **Defendant and Products**

1.2.2 CAG alleges that Defendant employs ten or more persons. CAG further alleges that Defendant manufactures, imports, distributes and/or sells Dried Anchovy, Dried Mackerel, Smoked Fishflakes, Dried Rabbitfish, Dried Threadfin Bream, and Herring to consumers in California:

(i) **Dried Anchovy** including but not limited to: "Kapuso Brand"; "Wild Caught Dried Anchovy Dilis"; "Net Wt. 8 oz (225 g)"; "Imported for GL Food Wholesale Inc."; "Product of Vietnam"; "UPC 8 935091 139150".

(ii) **Dried Mackerel I** including but not limited to: "Lucia"; "GL"; "Dried Salted Indian Mackerel (Hasa-Hasa) Butterfly-Cut"; "Net Wt. 227g (8 oz)"; "Product of the Philippines"; "Distributed and Imported by GL Food Wholesale, Inc."; "UPC 4 085616 252100".

(iii) **Dried Mackerel II** including but not limited to: "Dried Indian Mackerel"; "WILD CAUGHT"; "Hasa Hasa"; "KAPUSO"; "Imported for G L Food Wholesale Inc"; "UPC 8935091139129"; "PRODUCT OF VIETNAM"; "NET WEIGHT: 8 oz *226gr)".

(iv) **Smoked Fishflakes** including but not limited to: "Lucia"; "GL"; "Smoked Fishflakes"; "Galunggong Flakes"; "Net Wt. 113 g (4 oz.)"; "Product of Philippines"; "Distributed and Imported by GL Food Wholesale, Inc."; "UPC 4 085616 252278".

(v) **Dried Rabbitfish** including but not limited to: "Lucia"; "GL"; "PRODUCT OF THE PHILIPPINES"; "Dried Salted Rabbitfish (Danggit) Butterfly-Cut"; "Net Wt. 113g (4 oz.)"; "Distributed and Imported by: GL FOOD WHOLESALE, INC."; "UPC 4085616252247".

(vi) **Dried Threadfin Bream** including but not limited to: "Lucia"; "GL"; "PRODUCT OF THE PHILIPPINES"; "Dried Salted Threadfin Bream (Bisugo) Butterfly-Cut"; "Net Wt. 227g (8 oz.)"; "Distributed and Imported by: GL FOOD WHOLESALE, INC."; "UPC 4085616252032".

(vii) **Herring** included but not limited to: "Lucia"; "GL"; "Dried Salted Herring (Tunsoy) Fully Eviscerated"; "Net W. 200g (7.05 oz)"; "Product of the Philippines"; Distributed and imported by: GL Food Wholesale, Inc."; UPC 4085616252056.

1.2.3 "Covered Products" under this Consent Judgment include all Dried Anchovy, Dried Mackerel, Smoked Fishflakes, Dried Rabbitfish and DriedThreadfin Bream, and herring, manufactured, distributed, imported, exported, or otherwise sold by Defendant in California, including but not limited to those set forth in Section 1.2.1 above whether branded or private label.

1.2.4 For purposes of this Consent Judgment only, Defendant is deemed a person in the course of doing business in California subject to the provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et seq.* ("Proposition 65").

1.3 **Listed Chemicals**

1.3.1 Cadmium and Cadmium Compounds (hereinafter "Cadmium") are listed by the State of California under Proposition 65 as known to cause birth defects or other reproductive harm.

Lead and Lead Compounds (hereinafter "Lead") are listed by the State of California under Proposition 65 as known to cause cancer and birth defects or other reproductive harm.

1.3.2 Inorganic Arsenic Compounds and Inorganic Arsenic Oxides (hereinafter "Arsenic" or "arsenic") are known to the State of California to cause cancer and birth defects or other reproductive harm

Lead, Cadmium and Arsenic are sometimes hereafter collectively referred to as the "Listed Chemicals."

1.4 **Notices of Violation**

1.4.1 On or about May 12, 2022, CAG alleges that it served a "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2022-00950) ("Notice 1") that provided Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of potential exposures to Lead and Cadmium contained in Dried Anchovy manufactured, imported, sold and/or distributed by Defendant in California. To the best of the parties' knowledge, no public enforcer has commenced or diligently prosecuted the allegations set forth in Notice 1.

1.4.2 On or about October 13, 2022, CAG alleges that it served a "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2022-02458) ("Notice 2") that provided Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of potential exposures to Lead contained in Dried Mackerel I manufactured, imported, sold and/or distributed by Defendant in California. To the best of the parties' knowledge, no public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice 2.

1.4.3 On or about October 25, 2022, CAG alleges that it served a "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2022-02587) ("Notice 3") that provided Defendant with notice of alleged violations of

Health & Safety Code § 25249.6 for failing to warn individuals in California of potential exposures to Lead contained in Smoked Fishflakes manufactured, imported, sold and/or distributed by Defendant in California. To the best of the parties' knowledge, no public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice 3.

1.4.4 On or about December 16, 2022, CAG alleges that it served a "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2022-03035) ("Notice 4") that provided Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of potential exposures to Cadmium contained in Dried Anchovy manufactured, imported, sold and/or distributed by Defendant in California. To the best of the parties' knowledge, no public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice 4.

1.4.5 On or about June 13, 2023, CAG alleges that it served a "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2022-01685) ("Notice 5") that provided Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of potential exposures to Cadmium contained in Dried Anchovy manufactured, imported, sold and/or distributed by Defendant in California. To the best of the parties' knowledge, no public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice 5.

1.4.6 On or about July 12, 2023, CAG alleges that it served a "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2023-02106) ("Notice 6") that provided Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of potential exposures to Lead and Arsenic contained in Herring manufactured, imported, sold and/or distributed by Defendant

in California. To the best of the parties' knowledge, no public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice 6.

1.4.7 On or about July 29, 2024, CAG alleges that it served a "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2024-03211) ("Notice 7") that provided Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of potential exposures to Lead and Cadmium contained in Dried Rabbitfish and Dried Threadfin Bream manufactured, imported, sold and/or distributed by Defendant in California. To the best of the parties' knowledge, no public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice 7.

1.4.8 On or about August 27, 2024, CAG alleges that it served a "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2024-03621) ("Notice 8") that provided Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of potential exposures to Lead contained in Dried Mackerel II manufactured, imported, sold and/or distributed by Defendant in California. To the best of the parties' knowledge, no public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice 8.

1.4.9 On or about September 3, 2024, CAG alleges that it served a "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2024-03783) ("Notice 9") that provided Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of potential exposures to Lead contained in Dried Mackerel III manufactured, imported, sold and/or distributed by Defendant in California. To the best of the parties' knowledge, no public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice 9.

1.5 On or about October 4, 2024, CAG alleges that it served a "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2024-04235) ("Notice 10") that provided Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of potential exposures to Lead and Cadmium contained in Dried Rabbitfish and Dried Threadfin Bream manufactured, imported, sold and/or distributed by Defendant in California. To the best of the parties' knowledge, no public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice 10.

1.5.1 Notices 1 through 10 are collectively referred to herein as the "Notices."

1.6 **Complaints**

1.6.1 On December 22, 2022, CAG filed a complaint for civil penalties and injunctive relief ("Complaint") in Alameda Superior Court, Case No. 22CV024436 against Defendant. The Complaint alleges, among other things, that Defendant violated Proposition 65 by failing to provide clear and reasonable warnings to consumers in California that the Covered Products can potentially expose consumers to the Listed Chemicals.

1.6.2 On February 18, 2025, CAG filed a first amended complaint for civil penalties and injunctive relief ("First Amended Complaint") in Alameda Superior Court, Case No. 22CV024436 against Defendant. The Complaint alleges, among other things, that Defendant violated Proposition 65 by failing to provide clear and reasonable warnings to consumers in California that the Covered Products can potentially expose consumers to the Listed Chemicals. To the extent any of the Notices above are not specifically included with the claims alleged in the First Amended Complaint, as of the date this Court approves this Consent Judgment, the First Amended Complaint shall be deemed amended to include all Notices covered by this Consent Judgment.

1.7 **Consent to Jurisdiction**

1.7.1 For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the allegations of violations contained in the Notices and Complaint, personal jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a full settlement and resolution of all allegations contained in the Notices and Complaint, and of all claims which were or could have been raised by any person or entity based in whole or in part, directly or indirectly, on the facts alleged therein or arising therefrom or related thereto. Notwithstanding the above Defendant shall comply with the terms of this Consent Judgment.

1.8 **No Admission**

1.8.1 This Consent Judgment resolves claims that are denied and disputed. The Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall be construed as an admission by Defendant of any material allegation in the notices and Complaint (each and every allegation of which Defendant deny), nor any fact, conclusion of law, issue of law or violation of law, including without limitation, any admission concerning any violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, or the meaning of the terms "knowingly and intentionally expose", in the course of doing business", or "clear and reasonable warning" as used in Health and Safety Code section 25249.6. et seq. Nothing in this Consent Judgment, nor compliance with its terms, shall constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by any Defendant, their officers, directors, members, employees, or parent, subsidiary or affiliated corporations, or be offered or admitted as evidence

in any administrative or judicial proceeding or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any other or future legal proceeding, except as expressly provided in this Consent Judgment.

2. DEFINITIONS

2.1 "Covered Products" under this Consent Judgment include all Dried Anchovy, Dried Mackerel, Smoked Fishflakes, Herring, Dried Rabbitfish and Dried Threadfin Bream manufactured, distributed, imported, exported, or otherwise sold by Defendant in California, including but not limited to those set forth in Section 1.2.1 above whether branded or private label.

2.2 "Effective Date" means the date that this Consent Judgment is approved by the Court.

2.3 "Cadmium" means Cadmium and Cadmium Compounds. Cadmium is listed as a chemical pursuant to Proposition 65.

2.4 "Lead" means Lead and Lead Compounds. Lead is listed as a chemical pursuant to Proposition 65.

2.5 "Arsenic" means Inorganic Arsenic Compounds and Inorganic Arsenic Oxides. Arsenic is listed as a chemical pursuant to Proposition 65.

2.6 "Listed Chemicals" means Lead and Cadmium in Dried Anchovy; Lead in Dried Mackerel; Lead in Smoked Fishflakes; Cadmium in Dried Rabbitfish; Lead in Threadfin Bream; and Lead and Arsenic in Herring.

2.7 "Notices" means Notices of Violation as defined in Paragraph 1.4.

3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE WARNINGS.

3.1 After the Effective Date, Defendant shall not manufacture for sale in California, any Covered Products that exceed the levels of Lead, Cadmium, and Arsenic ("reformulation level(s)") specified in sections 3.1.-3.1.3 below unless Proposition 65 compliant warnings are provided as set forth in the following paragraphs.

3.1.1 Lead: an exposure of no more than 0.5 micrograms of Lead based on a single serving of the Covered Product per day. For purposes of assessing compliance with this reformulation level, the exposure shall be calculated by multiplying the recommended product label serving size of the Covered Products by the concentration of Lead in the Covered Products.

3.1.2 Cadmium: an exposure of no more than 4.1 micrograms of Cadmium based on a single serving of the Covered Product per day. For purposes of assessing compliance with this reformulation level, the exposure shall be calculated by multiplying the recommended product label serving size of the Covered Products by the concentration of Cadmium in the Covered Products.

3.1.3 Arsenic: a level of no more than 20 parts per billion ("ppb") of Arsenic.

3.2 For any Covered Products that exceed the reformulation level of Listed Chemicals set forth in sections 3.1.1-3.1.3 above that are manufactured for distribution and/or sale into California after the Effective Date, Defendant must provide a Proposition 65 compliant warning for the Covered Products pursuant to Proposition 65 and its implementing regulations as set forth below. The language of the warnings and method for providing any warnings for the Covered Products shall be compliant with Title 27, California Code of Regulations, § 25600, *et seq.* and with Title 27, California Code of Regulations, § 25607.1, *et seq.* for birth defects or other reproductive toxicity. Defendant shall provide warnings for cancer if the exposure to Lead is

greater than 15 ug/day when averaged over a lifetime or if the exposure to Inorganic Arsenic Compounds is greater than 10 ug/day when averaged over a lifetime. Any warning provided pursuant to this section shall be affixed to the packaging of, or directly on, the Covered Products, and be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it reasonably likely to be read and understood by an ordinary individual under customary conditions before purchase or use. The warning must be set off from other surrounding information and enclosed in a box. Where the packaging of the Covered Products or a sign referring to the Covered Products includes consumer information as defined by California Code of Regulations title 27 §25600.1(c) in a language other than English, the warning must also be provided in that language in addition to English. Should Defendant sell or distribute any Covered Products through the internet into California where Defendant controls the product listing, the warning shall be posted in the manner as provided for internet sales in 27 CCR sections 25601 and 25602, as they may be subsequently amended, for sales to consumers in California. The Parties agree that the following warning language shall constitute compliance with Proposition 65 with respect to the alleged Cadmium and/or Lead and/or Arsenic contained in the Covered Products manufactured by or for Defendant as applicable after the Effective Date:

For Lead

[CALIFORNIA] or **[CA] WARNING**: Consuming this product can expose you to chemicals including Lead, which is [are] known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food

For Cadmium

[CALIFORNIA] or **[CA] WARNING**: Consuming this product can expose you to chemicals including Cadmium, which is [are] known to the State of California to cause

birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food

For Arsenic

[CALIFORNIA] or **[CA] WARNING**: Consuming this product can expose you to chemicals including Arsenic, which is [are] known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food

The language **[CALIFORNIA]** or **[CA]** is optional as is language in brackets. Lead and/or Cadmium and/or Arsenic shall be specified in the warning as applicable if the levels of Lead, Cadmium, or Arsenic exceed the reformulation levels set forth in this Consent Judgment.

3.3 The injunctive requirements of Section 3 shall not apply to Covered Products that are manufactured or are otherwise already in the stream of commerce as of the Effective Date, which Covered Products are expressly subject to the releases provided in Section 5.

3.4 Compliance with Warning Regulations. The Parties agree that Defendant shall be deemed to be in compliance with this Consent Judgment by either adhering to § 3 of this Consent Judgment or by complying with warning regulations adopted by the State of California's OEHHA applicable to the Covered Products and the exposure at issue. In the event that OEHHA promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Covered Products and the chemical(s) at issue, which are different than those set forth above, Defendant shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Consent Judgment.

3.5 Changes in the law and regulations applicable to Proposition 65, including changes resulting from federal and/or state court rulings, occurring after this date may be incorporated into the terms of this Consent Judgment, pursuant to the modification provisions set forth in Section 7.

4. SETTLEMENT PAYMENT

4.1 Payment and Due Date: In complete resolution of all claims of any kind for damages, penalties, restitution, attorney's fees, investigative expenses, testing expenses, or any other monetary relief of any kind related to claims that were raised or that could have been raised in the Notices and Complaint and First Amended Complaint, and negotiating the terms of this Consent Judgment, within ten (10) days of the Effective Date, Defendant or their agents shall collectively pay a total of One Hundred Eighty-One Thousand dollars ($181,000) in full and complete settlement of all monetary claims by CAG related to the Notices and Complaint, as follows:

4.1.1 Civil Penalty: Defendant or their agents shall issue separate checks totaling Twenty-Nine Thousand One Hundred and Sixty dollars ($29,160) as civil penalties pursuant to Health & Safety Code § 25249.12:

(a) Defendant will issue a check made payable to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of Twenty-One Thousand Eight Hundred and Seventy dollars ($21,870) representing 75% of the total civil penalty and Defendant will issue a separate check to CAG in the amount of Seven Thousand Two Hundred and Ninety dollars ($7,290) representing 25% of the total civil penalty; and

(b) Separate 1099s shall be issued for each of the above payments: Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95812-4010 (EIN: 68-

0284486). Defendant will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

4.1.2 Additional Settlement Payments: Defendant or their agents shall make a separate payment, in the amount of Twenty-One Thousand Eight Hundred and Forty dollars ($21,840) as an additional settlement payment to "Consumer Advocacy Group, Inc." pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Defendant or their agents will issue a separate check to CAG for the Additional Settlement Payment. CAG will use this payment as follows, seventy-five percent (75%) for fees of investigation, purchasing and testing for Proposition 65 listed chemicals in various products, and for expert fees for evaluating exposures through various mediums, including but not limited to consumer product, occupational, and environmental exposures to Proposition 65 listed chemicals, and the cost of hiring, consulting, and retaining experts who assist with the extensive scientific analysis necessary for those files in litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding attorney fees; twenty-five percent (25%) for administrative costs incurred during investigation and litigation to reduce the public's exposure to Proposition 65 listed chemicals by notifying those persons and/or entities believed to be responsible for such exposures and attempting to persuade those persons and/or entities to reformulate their products or the source of exposure to completely eliminate or lower the level of Proposition 65 listed chemicals including but not limited to costs of documentation and tracking of products investigated, storage of products, website enhancement and maintenance, computer and software maintenance, investigative equipment, CAG's member's time for work done on investigations, office supplies, mailing supplies and postage. Within 30 days of a request from the Attorney General, CAG shall provide to the Attorney General copies of documentation demonstrating how the above funds have

been spent. CAG shall be solely responsible for ensuring the proper expenditure of this Additional Settlement Payment.

4.1.3 **Reimbursement of Attorney's Fees and Expenses:** Defendant shall pay One Hundred Thirty Thousand dollars ($130,000) to "Yeroushalmi & Yeroushalmi" as complete reimbursement for all reasonable investigation fees and costs, attorneys' fees, and any other costs or expenses of any kind incurred as a result of the Notices, investigating, bringing this matter to Defendant's attention, litigating and negotiating this settlement in the public interest, and obtaining court approval of this Consent Judgment.

4.2 Other than the payment to OEHHA described above, all payments referenced in paragraphs 4.1.1 and 4.1.2 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to OEHHA shall be delivered to Office of Environmental Health Hazard Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently with payment to OEHHA, Defendant shall provide CAG with written confirmation that the payment to OEHHA was delivered.

5. MATTERS COVERED BY THIS CONSENT JUDGMENT

5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on behalf of itself and in the public interest, and Defendant, for any actual or alleged failure to provide Proposition 65 warnings concerning potential exposures to the Listed Chemicals from the Covered Products as set forth in the Notices and Complaint, and fully resolves all claims that have been or could have been asserted against Defendant in this action for all Covered Products manufactured up through the Effective Date for any actual or alleged failure to provide Proposition 65 warnings regarding Listed Chemicals in Covered Products. CAG, on behalf of itself and in the public

interest, hereby discharges and releases Defendant, and its respective officers, directors, insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries, affiliates, and their successors and assigns ("Defendant Releasees") and all of Defendant' customers, retailers, (including, but not limited, to retailers Sukli.com, Just Asian Food, Sophia's Home Favorites, and Island Pacific) importers, licensees, licensors, and downstream entities in the distribution chain of the Covered Products to whom or for whom Defendant manufactured, imported, exported, distributed, sold, or offered for sale Covered Products, their parents, subsidiaries, and affiliated entities, and the predecessors, successors and assigns of any of them, and all of their respective officers, directors, shareholders, members, managers, employees, and agents, only as to Covered Products manufactured, imported, distributed, or sold by Defendant (collectively, "Downstream Releasees"), for all Covered Products placed into the stream of commerce up through the Effective Date for alleged violations of Proposition 65 based on potential exposure to Listed Chemicals from the Covered Products. Defendant Releasees and Downstream Releasees are sometimes collectively referred to herein as the "Released Parties." Defendant's compliance with the terms of this Consent Judgment shall be deemed to constitute compliance with Proposition 65 regarding alleged exposures to Listed Chemicals from the Covered Products. Nothing in this Section affects CAG's right to commence or prosecute an action under Proposition 65 against any person other than Defendant Releasees or Downstream Releasees after the Effective Date. This Consent Judgment shall insure to the benefit of Downstream Releasees identified in this section, but is not binding on them.

5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims, including, without limitation, all

actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"), against Defendant Releasees and/or Downstream Releasees arising from any violation of Proposition 65 or any other statutory or common law regarding the potential exposure of persons to the Listed Chemicals contained in the Covered Products or any failure to warn about exposure to Listed Chemicals from the Covered Products. In furtherance of the foregoing, as to alleged exposures to Listed Chemicals from the Covered Products, CAG on behalf of itself only, hereby waives any and all rights and benefits which it now has, or in the future may have, conferred upon it with respect to Claims arising from any violation of Proposition 65 or any other statutory or common law regarding the failure to warn about potential exposure and any alleged exposure of persons in California to Listed Chemicals from the Covered Products by virtue of the provisions of section 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

CAG understands and acknowledges that the significance and consequence of this waiver of California Civil Code section 1542 is that even if CAG suffers future damages arising out of or resulting from, or related directly or indirectly to, in whole or in part, claims arising from any violation of Proposition 65 or any other statutory or common law regarding the failure to warn about exposure to Listed Chemicals from the Covered Products, including but not limited to any exposure to, or failure to warn with respect to exposure to Listed Chemicals from the Covered Products, CAG will not be able to make any claim for those damages against Released Parties.

Furthermore, CAG acknowledges that it intends these consequences for any such claims arising from any violation of Proposition 65 or any other statutory or common law regarding the failure to warn about exposure to Listed Chemicals from Covered Products as may exist as of the date of this release but which CAG does not suspect to exist, and which, if known, would materially affect its decision to enter into this Consent Judgment, regardless of whether its lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

6. ENTRY OF CONSENT JUDGMENT

6.1 CAG shall prepare and file a motion seeking approval of this Consent Judgment pursuant to California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and Defendant waive their respective rights to a hearing or trial on the allegations of the Complaint. Upon entry of an order approving this Consent Judgment, the Complaint in this action shall be deemed amended to include all the claims raised in the Notices.

6.2 The Parties shall cooperate and make all reasonable efforts possible to have the Consent Judgment approved by the Court.

6.3 If this Consent Judgment is not approved in full by the Court: (a) this Consent Judgment and any and all prior agreements between the Parties merged herein shall terminate and become null and void, and the Action shall revert to the status that existed prior to the execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer and make all reasonable efforts to modify the terms of the Consent Judgment and to resubmit it for approval.

7. MODIFICATION OF JUDGMENT

7.1 This Consent Judgment may be modified only upon written agreement of the Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of any party as provided by law and upon entry of a modified Consent Judgment by the Court.

7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

8. RETENTION OF JURISDICTION

8.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms of this Consent Judgment under Code of Civil Procedure § 664.6. The Parties also agree that Downstream Releasees are intended third-party beneficiaries of this Consent Judgment and may enforce its terms.

8.2 In any proceeding brought by any Party to enforce the terms of this Consent Judgment, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.

9. DUTIES LIMITED TO CALIFORNIA

9.1 This Consent Judgment shall have no effect on Covered Products sold by Defendant outside the State of California.

10. SERVICE ON THE ATTORNEY GENERAL

10.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the California Attorney General so that the Attorney General may review this Consent Judgment prior to its approval by the Court. No sooner than forty-five (45) days after the Attorney General has received the aforementioned copy of this Consent Judgment, and in the absence of any written objection by the Attorney General to the terms of this Consent Judgment, may the Court approve this Consent Judgment.

11. ATTORNEY FEES

11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its own costs and attorney fees in connection with this action.

12. GOVERNING LAW

12.1 The validity, construction and performance of this Consent Judgment shall be governed by the laws of the State of California, without reference to any conflicts of law provisions of California law.

12.2 The terms of this Consent Judgment shall be governed by the laws of the State of California. In the event that Proposition 65 is amended, repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are rendered inapplicable or are no longer required as a result of any such amendment, repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered Products, then the Parties may modify this Consent Judgment in accordance with the modification requirements of Section 7 with respect to, and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve a Defendant from any obligation to comply with any pertinent state or federal law or regulation.

12.3 The Parties, including their counsel, have participated in the preparation of this Consent Judgment, and this Consent Judgment is the result of the joint efforts of the Parties. This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to be resolved against

the drafting Party should not be employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

13. EXECUTION AND COUNTERPARTS

13.1 This Consent Judgment may be executed in counterparts and by means of facsimile or portable document format (pdf), which taken together shall be deemed to constitute one document and have the same force and effect as original signatures.

14. ENFORCEMENT OF JUDGMENT

Before any Party may take action to enforce the terms of this Consent Judgment, that Party must give the other Party written notice and a good faith opportunity to respond and cure the alleged violation. The Parties must thereafter meet and confer for a period of no less than 30 days to try to resolve any alleged violation. Plaintiff shall not bring an enforcement action or institute a judicial proceeding or seek any other relief of any kind if Defendant demonstrates that it has complied with the requirements of Section 3, unless Plaintiff has evidence showing Defendant has not complied with Section 3. In the event that meet-and-confer efforts are unsuccessful, the Party alleging a violation may initiate a judicial proceeding to enforce this Consent Judgment no earlier than 30 days after issuing the written notice specified herein. In the event that a Party initiates such a judicial proceeding, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs in accordance with applicable law.

15. ENTIRE AGREEMENT

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions, negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to bind any of the Parties.

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16. NOTICES

16.1 Any notice under this Consent Judgment shall be by First-Class Mail or E-mail.

If to CAG:

Reuben Yeroushalmi, Esq.
YEROUSHALMI & YEROUSHALMI
9100 Wilshire Boulevard, Suite 240W
Beverly Hills, CA 90212
(310) 623-1926
Email: lawfirm@yeroushalmi.com

If to G.L. FOOD WHOLESALE:

Randy Tan
G. L. Food Wholesale
227 Hudson Avenue
City of Industry, CA 91744

J. Robert Maxwell
ROGERS JOSEPH O'DONNELL
311 California Street, 10th Fl
San Francisco, CA 94104
Tel: 415.956.2828
Fax: 415.956.6457
E-mail: jmaxwell@rjo.com

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17. AUTHORITY TO STIPULATE

17.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of the party represented and legally to bind that party.

AGREED TO:	**AGREED TO:**
Date: June 11, 2026	Date: June 11, 2026
Willard Bayer	
Name: Willard Bayer	Name: Randy Tan
Title: President	Title: Pricidat
CONSUMER ADVOCACY GROUP, INC.	G.L. FOOD WHOLESALE INC.

IT IS SO ORDERED.

Date: 10/22/2026

JUDGE OF THE SUPERIOR COURT

Elizabeth Riles / Judge